

CONTRACT PERIOD THROUGH FEBRUARY 28, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DENTAL SERVICES – HEAD START**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 18, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/le mm
Attach

Copy to: Clerk of the Board
Beth Michelson, Human Services Head Start
Nellie Campbell, Human Services Head Start
Monica Mendoza, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **DENTAL SERVICES - HEAD START**

1.0 **INTENT:**

To provide dental services to children three (3) to five (5) years of age in at risk populations, as referred by the Maricopa County Department of Human Services – Head Start. In order to fulfill the need for services in various geographic locations, this contract will be awarded to multiple vendors. Additional vendors may be added to this contract in the future, should the need arise.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **SPECIAL NEEDS FOR HEAD START DENTAL SERVICES**

Dentists who are awarded this contract should be reasonably accessible, available and sensitive to the cultural diversity of dental needs of Head Start families. “Fear of the Dentist” is a common phenomenon that may be prevalent in Head Start children and families who have not received regular dental care. A considerate Dental Provider can help alleviate anxieties associated with visits to the Dental provider.

2.2 **MINIMUM REQUIREMENTS**

2.2.1 **QUALIFICATIONS**

2.2.1.1 Contractor must be licensed, in good standing, to practice dentistry in the state of Arizona, with no suspension of license for any reason.

2.2.1.2 A copy of the state license for all dentists who may be providing services must be included with this bid.

2.2.1.3 A resume or CV for all dentists who may be providing services must be included with this bid.

2.2.1.4 In the event that the Contracting agency employs new dentists, a resume or CV and a copy of the state license must be provided to the Human Services – Head Start department, as well as to Materials Management, prior to that dentist providing any services to Head Start children.

2.2.1.5 Maricopa County reserves the right to reject the services of any new dentists that may become employed with the Contracting agency.

2.2.2 **SERVICE LOCATION**

Most dental services will be provided in the Contractor’s office, however, upon occasion, the Contractor may be asked to provide dental service offsite. This will usually include basic services to a larger number of children to simplify transportation. Head Start staff will work with the Contractor to schedule these events, if necessary.

2.2.3 **DENTAL EDUCATION**

Upon occasion, the Contractor may be asked to attend Family Nights or other dental education events. Head Start staff will work with the Contractor to schedule these events.

2.2.4 PRIVATE PRACTICE

It is understood that the Contractor may have a private practice in addition to providing the services for this contract. Head Start staff will make every effort to work within the confines of the Contractor's private practice.

2.2.5 EQUIPMENT

Contractor shall provide all equipment and instruments required to provide the services listed herein.

2.2.6 SAFETY

2.2.6.1 All services offered shall meet or exceed the guidelines set by the American Dental Association and Western Interstate Commission for Higher Education (WICHE).

2.2.6.2 Materials and supplies used must comply with OSHA standards and the Dental provider and staff must use universal precautions.

2.2.7 BASIC REQUIRED SERVICES:

2.2.7.1 Services required for the relief of pain or infection.

2.2.7.2 Restoration of decayed primary and permanent teeth.

2.2.7.3 Pulp therapy for primary and permanent teeth as necessary.

2.2.7.4 Extraction of non-restorable teeth.

2.2.7.5 Dental prophylaxis and instruction in self-care oral hygiene procedures.

2.2.7.6 Application of topical fluoride and/or fluoride supplementation. (In communities where lack of adequate fluoride levels have been determined, or for every child with moderate to severe tooth decay.)

2.2.7.7 Appropriate pediatric/child tolerated sedation, as needed.

2.2.8 SPECIFIC REQUIRED SERVICES:

2.2.8.1 Visual screening – visual inspection of the oral cavity

2.2.8.2 Dental examination – examination performed by a qualified dentist of the oral cavity.

2.2.8.3 X-rays – (only if the dentist determines they are absolutely necessary.)

2.2.8.4 Cleaning

2.2.8.5 Sealants or varnishes – when determined by the Dental professional that the child is a candidate for selective use.

2.2.8.6 Dental health education – includes fluoridated toothpaste, tooth brushing, flossing and smart snacking.

- 2.2.8.7 Follow up service or appropriate referral, when necessary. Patient may be referred to an approved Periodontist for conscious sedation, if that service is not provided by the Contractor.

2.2.9 SCHEDULING AND APPOINTMENTS

- 2.2.9.1 Head Start staff will provide the Contractor with a list of the authorized clients to be served in advance of services. This will facilitate the Contractor's ability to rapidly register clients and to rapidly coordinate appointments.
- 2.2.9.2 The child's parent will be provided with the necessary dental forms with the proposed dental services listed on the form. They will also be instructed to provide the Contractor with a "Request for Grantee Funds", which is a contract signed by both the parent and Head Start staff. This form, properly signed, authorizes treatment. See Exhibit 1.
- 2.2.9.3 The child's parent must accompany their child to an appointment or must provide a written consent for authorization of treatment.
- 2.2.9.4 The child's parent will request an appointment time from the Contractor. The appointment should be granted within a minimum of 45 days from the date of the request, depending upon the patient's priority needs.

2.3 FEES

All fees for dental services shall be paid at the current AHCCCS rate (at the time of the performed service).

Mileage will be reimbursed at the current County rate for offsite work providing dental services and for dental education events.

An hourly rate will be paid for time spent at dental education events.

Contractors are asked to indicate on Attachment A whether or not they provide pro bono work for required work that may not fall within the AHCCCS approved services.

2.4 INVOICING AND PAYMENT

- 2.4.1 The Contractor will submit monthly billings, to include the following:

- a. Name and address of Contractor
- b. Name, date of birth, and address of child receiving services
- c. Description of services rendered with adjacent codes and dates of treatment

- 2.4.2 The billing address is as follows:

Maricopa County Department of Human Services
Attn: Head Start Administration
3335 W Durango
Phoenix, AZ 85009

- 2.4.3 At some point in the future, payments for services on this contract may be made using a Purchase Card instead of a warrant. If and when that happens, a summary billing statement referencing the above information will be required. After approval of the summary billing statement, the payment will be made using the Purchase Card, which will enable the Contractor to have the money within three business days.

Notification will be given to Contractors prior to implementing this payment process, however, it is desirable that the Contractor be able to accommodate this payment process as soon as possible. See Section 3.6, 3.7, and 3.8 for further discussions regarding the Purchase Card Program.

2.5 BID RESPONSE REQUIREMENTS:

PLEASE SUBMIT TWO COPIES OF YOUR BID! The following items must be included in the bid response or the bid will be deemed non-responsive and will not be considered:

- 2.5.1 A resume or CV for each Dentist who may be providing the services listed in this solicitation.
- 2.5.2 A copy of the state license for each Dentist who may be providing services listed in this solicitation.
- 2.5.3 Attachment A
- 2.5.4 Attachment B (must have original signature)
- 2.5.5 Attachment C
- 2.5.6 Attachment D

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover the period *through February 28, 2003*.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3) one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 **INSURANCE REQUIREMENTS:**

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of the **CONSULTANT'S** work or service.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 3.3.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

- 3.3.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease for each policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

- 3.3.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

3.4 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.5 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to make payment for services provided under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.7 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.8 PURCHASE CARD CLARIFICATION

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.9 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT - (602) 506-3274 phone
(602) 258-1573 fax

NOTE: All inquiries must be submitted in writing, via fax or email. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 4.23.1 Cancel the Contract, if it is currently in effect.
- 4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.
- 4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.26 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

AMERICAN DENTAL CENTER INC., 1050 E. UNIVERSITY DRIVE #11, MESA, AZ 85203

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

P08 02 01/B0603304

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION	PRICING
1.0 DENTAL SERVICES	
ALL DENTAL SERVICES WILL BE PROVIDED AT THE AHCCCS RATES IN PLACE <i>AT THE</i> <i>TIME SERVICES ARE PERFORMED.</i>	
2.0 PRO BONO WORK	
CONTRACTOR DOES PRO BONO WORK (Y OR N) <i>CIRCLE YOUR RESPONSE</i>	(NO)
3.0 DENTAL EDUCATION	
HOURLY RATE FOR PARTICIPATION AT FAMILY NITE, ETC.	\$ <u>80.00</u>
4.0 MILEAGE	
MILEAGE FOR OFFSITE WORK AND DENTAL EDUCATION EVENTS TO BE PAID AT THE CURRENT COUNTY AUTHORIZED RATE.	

Terms:	NET 30
Federal Tax ID Number:	86-0917945
Telephone Number:	480/ 610-2401
Fax Number:	480/ 890-0812
Contact Person:	Angie Saldivar
Vendor Number:	860917945
E-mail Address:	n/a
Contract Period:	To cover the period ending February 28, 2003

CENTRALS ARIZONA TOOTH DOCTOR, 7006 S. CENTRAL AVE., PHOENIX, AZ 85042

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ___X___ NO

ACCEPT PROCUREMENT CARD: ____ YES ___X___ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ___X___ NO ____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____YES ____ NO

P08 02 01/B0603304

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

PRICING

1.0 DENTAL SERVICES

ALL DENTAL SERVICES WILL BE PROVIDED
AT THE AHCCCS RATES IN PLACE ***AT THE
TIME SERVICES ARE PERFORMED.***

2.0 PRO BONO WORK

CONTRACTOR DOES PRO BONO WORK (Y OR N) ***CIRCLE YOUR RESPONSE***

(NO)

3.0 DENTAL EDUCATION

HOURLY RATE FOR PARTICIPATION AT FAMILY NITE, ETC.
NEGOTIABLE

\$ 150.00 hour
SOME VOLUNTEER

4.0 MILEAGE

MILEAGE FOR OFFSITE WORK AND DENTAL EDUCATION EVENTS TO BE PAID AT THE CURRENT COUNTY AUTHORIZED RATE.

Terms: NET 30

Federal Tax ID Number: 86-0906872

Telephone Number: 602/ 276-1029

Fax Number: 602/ 276-0568

Contact Person: Christie Erickson

Vendor Number: 860906872 A

E-mail Address: aztoothdr@juno.com

Contract Period: To cover the period ending **February 28, 2003**

RICHARD CHOPRA, 235 W. WESTERN AVE, SUITE 7, AVONDALE, AZ 85323

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

P08 02 01/B0603304

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

PRICING

1.0 DENTAL SERVICES

ALL DENTAL SERVICES WILL BE PROVIDED
AT THE AHCCCS RATES IN PLACE ***AT THE
TIME SERVICES ARE PERFORMED.***

2.0 PRO BONO WORK

CONTRACTOR DOES PRO BONO WORK (Y OR N) ***CIRCLE YOUR RESPONSE***

(YES)

3.0 DENTAL EDUCATION

HOURLY RATE FOR PARTICIPATION AT FAMILY NITE, ETC.

\$ 100.00

4.0 MILEAGE

MILEAGE FOR OFFSITE WORK AND DENTAL EDUCATION EVENTS TO BE PAID AT THE CURRENT COUNTY AUTHORIZED RATE.

Terms: NET 30

Federal Tax ID Number: 86-0929240

Telephone Number: 623/ 925-1426

Fax Number: 623/ 936-4956

Contact Person: Carrie Chopra

Vendor Number: 86-0929240

E-mail Address: cchopra100@aol.com

Contract Period: To cover the period ending **February 28, 2003**